That the plaintiff may not show that he was poor in an action for personal injury is held and sustained in *Malone* v. *Hawley*, 46 Cal. 409; *Missouri Ry. Co.* v. *Lyde*, 57 Tex. 505; *Alberti* v. *N. Y. R. R. Co.* 118 N. Y. 77; *Chicago & N. W. R. R. Co.* v. *Bayfield*, 37 Mich. 205; *C. & N. R. R. Co.* v. *Moranda*, 93 Ill. 302; WATSON ON DAMAGES, Sec. 620; SEDGWICK ON DAMAGES, §§ 490, 580. But this doctrine is strongly disputed in many states and with good reason. Where exemplary damages are allowed the financial condition of defendant may be shown in order to determine what measure of punishment should be inflicted. In such cases the financial standing of the plaintiff is with few exceptions held competent. SEDGWICK ON DAMAGES, §385; *Peck* v. *Small*, 35 Minn. 465; *Harman* v. *Cundiff*, 82 Va. 239; *Spear* v. *Hiles*, 67 Wis. 350; *Hayner* v. *Cowden*, 27 O. St. 292; *Bennett* v. *Hyde*, 6 Conn. 24; *Johnson* v. *Smith*, 64 Me 553. Iowa has very decisively held that the financial condition of the plaintiff may be shown. *Stafford* v. *Oskaloosa*, 64 Ia. 251; *Simonson* v. *C. R. R. Co.* 49 Ia. 87; *Moore* v. *Cent. R. R. Co.*, 47 Ia. 688; *Hunt* v. *C. R. R. Co.*, 26 Ia. 363. While the plaintiff may by showing his poverty be able to influence a jury in his favor yet it has often been held that his financial condition is an element for consideration in estimating the extent of the injury sustained. Such a practice has a tendency to lessen accuracy in the measurement of damages and undoubtedly unjustly imposes upon corporations. It is sustained by *Sloan* v. *Edwards*, 61 Md. 89; *McNamara* v. *King*, 7 Ill. 432; *Beck* v. *Dowell*, 111 Mo. 506, 20 S. W. 209; *Gaither* v. *Blowers*, 11 Md. 536; *Graves* v. *Thomas*, 95 Ind. 362; *Grable* v. *Margrave*, 4 Ill. 372.

DAMAGES—EXEMPLARY DAMAGES FOR GROSS NEGLIGENCE OR WHERE ACTUAL LOSS PURELY NOMINAL.—Plaintiff, who was a passenger upon a street railway operated by defendant, contended that when she paid her fare she asked to be put off at a certain street to which the conductor agreed: that when the car reached that street the conductor refused to permit it to stop there, saying it was not a stopping place; and carried her on three-fourths of a mile to the next station, whence she was obliged to walk back over ground wet and sloppy from snow, whereby she had been made so ill as to require the services of a physician. The conductor denied that he had agreed to put her off at the place in question; testified that it was not a regular stopping place; and denied any wanton or wilful conduct. In an action for damages, defendant requested the court to charge the jury that punitive damages could not be awarded, but the court refused to give the instruction. *Held*, not error. *Birmingham Ry. Co.* v. *Nolan* (1902),—Ala.—, 32 So. Rep. 715.

"To authorize punitive damages," said the court, "the act complained of must be wilful, or the result of reckless indifference to the rights of others which is equivalent to intentional violation of them, or 'where the injury has been wanton, or malicious, or gross.' *Wilkinson* v. *Searcy*, 76 Ala. 176. It is settled that the infliction of actual damage is not essential to the imposition of exemplary damages. *Railroad Co.* v. *Sellers*, 93 Ala. 9, 9 So. 375, 30 Am. St. Rep. 17. [As to this, see 1 MICHIGAN LAW REVIEW, 61.] If then, in this case, the negligence of the conductor was so gross as to evince an entire want of care, and was sufficient in the minds of the jury, to raise the inference, that being cognizant of the probable consequences, he was indifferent to them, it was in their province to award exemplary damages, *Railroad Co.* v. *Arnold*, 80 Ala. 600, 2 So. 337."

DAMAGES—GENERAL AND SPECIAL—PLEADING.—Plaintiff, an employe of the defendant, was injured while in his employ. In an action for damages under an allegation in the petition of injury to the nervous system, *Held*,

that plaintiff may show impairment of speech as a part of such injury. *Missouri, etc. R. R. Co.* v. *Hawk* (1902),—Tex. Civ. App.—,69 S. W. Rep. 1037.

By the great weight of authority, to prove any special injury it must be specially alleged. If the damages are special they must be based upon allegations in the petition, and there is much reason in holding, as some courts do, that the defendant may take the plaintiff's averments as alleged and assume all special damages to have been included: WATSON ON DAMAGES. sec. 822; *Shadock* v. *Alpine Plank Road Co.* 79 Michigan, 7. AM. AND ENG. ENCYC. LAW, VIII. 544; ENCYC. PLEAD AND PRAC. V. 719-723. Formerly where the petition contained allegations in such general terms as that the plaintiff was rendered sick and physically disabled, many diseases that would not necessarily result from the injury were admitted in evidence. *Ehrgott* v. *Mayor*, 96 N. Y. 264; *Beath* v. *Rapid R. R. Co.*, 119 Mich. 512; *Babcock* v. *St. Paul R. R. Co.* 36 Minn. 147; *Tobin* v. *Fairport*, 12 N. Y. Supp. 224. Under special allegations courts have been unusually lax in admitting evidence of injuries, of which the petition would in no wise give the defendant notice: *West Chicago R. R. Co.* v. *Levy*, 182 Ill. 525, 55 N. E. 554; *Tyson* v. *Booth*, 100 Mass. 258; *Gulf R. R. Co.* v. *McMannewitz*, 70 Tex. 73; *Baltimore R. R.* v. *Slanker*, 77 Ill. App. 567. This practice has been limited by many courts and a stricter compliance with the rules of pleading and logic of the law insisted upon. That the plaintiff should be limited to his petition and such injuries as it gives notice of to defendant, is reasonable and fast gaining ground: *Gulf R. R. Co.* v. *Warlick*, (Ind. Ter. 1896), 35 S. W. 235; *Kleiner* v. *Third Ave. R. R. Co.*, 162 N. Y. 193, 56 N. E. 497; *Heister* v. *Loomis*, 47 Mich. 16, 10 N. W. 60; *Baldwin* v. *R. R. Corporation*, 4 Gray 333; *Kuhn* v. *Freund*, 87 Mich. 545; *Stevens* v. *Rodger*, 25 Hun., 54; SEDGWICK ON DAM., secs. 1265-1271; MAYNE ON DAM. 6th Ed. 575—578.

DEED—ACKNOWLEDGMENT.—The certificate of acknowledgment stated that the deed of James M. Barclay was produced by the said John L. Barclay and acknowledged to be his act and deed *Held* that the certificate of acknowledgment was sufficient to entitle the deed to record, and hence it was not error to admit the deed in evidence. *Kentucky Land Co* v. *Crabtree* (1902), —Ky—, 70 S. W. Rep. 31.

The court said, "it was the purpose of the clerk to certify the deed so as to entitle it to record." When he said it had been acknowledged by the "said" Barclay, we must hold that he referred to the person who had actually signed the deed, and whose name appeared thereto and that the words "John L." are but a mistake in the transcript. A Minnesota case held that a mortgage signed "Wm. Schrieber" and acknowledged "Wm. Strieber," was properly admitted in evidence, the presumption being that the variance in spelling the name was a clerical error. *Rodes* v. *Elevator Co.*, 49 Minn. 370. To the same effect, see, *Heil* v. *Redden*, 45 Kan. 562. But in an early Michigan case, a deed signed "Harmon S" and acknowledged "Hiram S." was held inadmissible in evidence to prove a conveyance by "Hiram S," without proof that the person was known by both names. The Texas court held that a deed signed "T. W. C." and acknowledged F. W. C. was not duly registered, hence not admissible in evidence. *Carleton* v. *Lombardi*, 81 Tex. 355. This view was sustained by *McKenzie* v. *Stafford* (1894),—Tex. Civ. App.—, 27 S. W. Rep. 790.

ELECTIONS—BALLOTS—RIGHTS OF NOMINEE TO HAVE HIS NAME APPEAR MORE THAN ONCE UPON THE BALLOT.—A California statute forbidding the name of a nominee to appear more than once upon the official ballot, provided that in case of nomination by more than one party, the candidate must